

AMENDATORY SECTION (Amending WSR 03-23-025, filed 11/12/03, effective 1/1/04)

WAC 296-17-31002 General rule definitions. In developing the general reporting rules and classifications which govern Washington's workers' compensation classification plan, we have used certain words or phrases which could have several meanings. Many of these words or phrases are defined by law in the Revised Code of Washington (*Title 51 RCW*) and can be found in **Appendix A** of this manual. Some words, however, are not defined by law. To reduce the misunderstanding which can result by our use of certain words or phrases not defined in law (*Title 51 RCW*), we have developed definitions which will govern what these words and phrases mean for purposes of this chapter (*chapter 296-17 WAC*).

The following words or phrases mean:

Account: A unique numerical reference that we assign to you that identifies your business or businesses and allows us to track exposure that you report to us and losses (*claims*) which we pay on your behalf.

Account manager: An individual who works in the underwriting section of the department of labor and industries and manages an employer's workers' compensation insurance account. An account manager is also referred to as an underwriter.

Actual hours worked: A worker's composite work period beginning with the starting time of day that the employee's work day commenced, and includes the entire work period, excluding any nonpaid lunch period, and ending with the quitting time each day work was performed by an employee. The following example is provided to illustrate how work hours are to be reported. If you have questions on reporting please contact our underwriting section at ((+))360((+))-902-4817.

Example: A carpet installer arrives at the employer's place of business at 8:00 a.m. to pick up supplies, carpet, and the job assignment. The carpet installer arrives at the job site at 9:00 a.m. and works until 12 noon. The installer takes a half hour nonpaid lunch period and resumes working from 12:30 p.m. until 4:00 p.m. The installer then returns to the employer's premise to drop off supplies and carpet waste. The installer leaves the employer's premise at 5:30 p.m. The employer is to report nine hours of work time regardless of whether the employee is paid by the hour or by the number of yards of carpet installed.

All: When a classification contains a descriptive phrase beginning with "all" such as in "all employees," "all other employees," "all operations," or "all work to completion," it includes all operations and employments which are normally associated with the type of business covered by the classification. This condition applies even if the operations or employments are physically separated or conducted at a separate location. Operations or employments are to be classified separately when the classification wording requires it, or when the operations or employments are not incidental to, and not usually associated with, the business described by the classification.

And: When this word is contained in any rule it is to be considered the same as the phrase "and/or."

Basic classification: A grouping of businesses or industries having common or similar exposure to loss without regard to the separate employments, occupations or operations which are normally associated with the business or industry. Basic classifications describe a specific type of business operation or industry such as mechanical logging, sawmills, aircraft manufacturing, or restaurants. In most business operations some workers are exposed to very little hazard, while others are exposed to greater hazard. Since a basic classification reflects the liability (*exposure to hazard*) of a given business or industry, all the operations and occupations that are common to an industry are blended together and included in the classification. The rate for a basic classification represents the average of the hazards within the classification. All classifications contained in this manual are considered basic classifications with the exception of classifications 4806, 4900, 4904, 5206, 6301, 6302, 6303, 7101, and temporary help classifications 7104 through 7121. Classification descriptions contained in WAC 296-17-501 through 296-17-779, establish the intended purpose or scope of each classification. These descriptions will routinely include types of businesses, operations, processes or employments which are either included or excluded from the classification. These references are not to be considered an all inclusive listing unless the classification wording so specifies.

But not limited to: When this phrase is used in any rule in this manual it is not to be interpreted as an all inclusive list. Such a list is meant to provide examples of operations, employments, processes, equipment or types of businesses which are either included or excluded from the scope of the classification.

Excludes or excluding: When a classification contains a descriptive phrase beginning with "excludes" or "excluding" such as "excluding drivers or delivery," "excluding second hand appliance stores," or "excludes construction operations," you

must report those operations in a separate classification. If a business fails to keep the records required in the auditing recordkeeping section of this manual and we discover this, we will assign all workers hours for which records were not maintained to the highest rated classification applicable to the work which was performed.

Exposure: Worker hours, worker days, licenses, material, payroll or other measurement which we use to determine the extent to which an employer's workers have been exposed to the hazards found within a particular business or industry classification.

Governing classification: Is the basic classification assigned to a business that produces the largest number of worker hours during a calendar year (*twelve months*). The governing classification rule applies only to situations where a business has been assigned two or more basic classifications and is used for the sole purpose of determining what classification applies to employees and covered owners who support two or more operations. The governing classification rule is not to be used to determine the basic classification of a business.

Includes or including: When a classification contains a descriptive phrase beginning with "*includes*" or "*including*" such as "*including clerical office,*" "*including meter readers,*" or "*includes new construction or extension of lines,*" you must report these operations in that basic classification even though they may be specifically described by some other classification contained in this manual or may be conducted at a separate location.

Industrial insurance: Refer to the definition of "workers' compensation insurance."

N.O.C.: This abbreviation stands for not otherwise classified. Classifications are often worded in this way when there are many variations of the same general type of business and it would be nearly impossible to list all the variations. Before a classification designated with N.O.C. is used, all other related classifications must be reviewed to determine if the business or industry is specified in another classification.

Example: You operate a retail store that sells greeting cards. In our search to classify your business we come across a classification that covers retail stores N.O.C. Before our underwriter assigns this classification to your business, they would look at other retail store classifications to see if a more precise classification could be found. In our review we note several classifications such as grocery and department stores where greeting cards are sold. None of these classifications, however, specify that they include stores that exclusively sell greeting cards. Classification 6406 "Retail stores, N.O.C.," on the other hand, contains language in its description that states it includes stores that sell items such

as greeting cards, table top appliances, tropical fish and birds, and quick print shops. We would assign classification 6406 "Retail stores, N.O.C." to your business.

Or: Refer to the definition of the word "and."

~~((**Policy manager:** An individual who works in the underwriting section of the department of labor and industries and manages an employer's workers' compensation insurance account. A policy manager is also referred to as an underwriter.))~~

Premium: The total amount of money owed to the department of labor and industries as calculated by multiplying the assigned classification composite rate by the total units of exposure.

Rate: The amount of premium due for each unit of exposure. All rates are composite rates per worker hour except as otherwise provided for by other rules in this manual.

Risk: All insured operations of one employer within the state of Washington.

Temporary help: The term "temporary help" means the same as temporary service contractors defined in (Title 19 RCW) and applies to any person, firm, association or corporation conducting a business which consists of employing individuals directly for the purpose of furnishing such individuals on a part-time or temporary help basis to others.

Underwriter: Refer to the definition of ((a)) an "~~((policy))~~ account manager."

Work day: Any consecutive twenty-four hour period.

Work hour: Refer to the definition of "actual hours worked."

Workers' compensation insurance: The obligation imposed on an employer by the industrial insurance laws (Title 51 RCW) of the state of Washington to insure the payment of benefits prescribed by such laws.

AMENDATORY SECTION (Amending WSR 03-23-025, filed 11/12/03, effective 1/1/04)

WAC 296-17-31009 Reciprocal agreements. (1) Occasionally one of my Washington employees will do some work for me in another state. Do I need to buy workers' compensation insurance in the state where they are working?

In some cases, we can provide workers' compensation insurance coverage for your Washington based employees working for you on a temporary assignment in another state. We have formal written agreements with some states which detail coverage





and jurisdiction issues. We refer to these formal agreements as "reciprocal agreements." If you have questions regarding temporary coverage in another state you should contact your ((policy)) account manager for assistance. The name and telephone number of your ((policy)) account manager can be found on your quarterly premium report or annual rate notice. For your convenience you can call us at ((+))360((+))_902-4817 for assistance and we will put you in contact with your assigned ((policy)) account manager.

(2) **What is a reciprocal agreement?**

A reciprocal agreement is a contract between the department of labor and industries acting on behalf of the state of Washington and another state. The primary purpose of the agreement is to identify which state will be responsible for paying benefits if one of your employees is injured. This also limits your insurance costs. If you employ only Washington workers you need to buy workers' compensation insurance only from us.

(3) **You mentioned that there are circumstances when you can provide insurance coverage. What are the circumstances?**

The actual circumstances will vary by state. In most cases we will look at:

-  The work to be performed,
-  The location where the work is to be performed,
-  Where the employee was first hired to work,
-  How long the employee will be working in the other state.

(4) **Which states have reciprocal agreements with Washington?** We currently have reciprocal agreements with the following states:

 **IDAHO**

RECIPROCITY AGREEMENT BETWEEN IDAHO INDUSTRIAL ACCIDENT BOARD AND WASHINGTON DEPARTMENT OF LABOR AND INDUSTRIES IN REGARD TO EXTRATERRITORIAL JURISDICTION

This agreement is made between the industrial accident board of the state of Idaho (herein, for convenience, abbreviated Idaho IAB) and the department of labor and industries of the state of Washington (DOLAI), as administrators of the worker's compensation (WC) laws of their respective states, each of said parties being authorized to enter into reciprocity agreements with other states in matters involving their respective extraterritorial jurisdictional powers and duties.

PREMISES:

1. Employers in each state on occasion find it necessary or expedient to have their workers perform services in the other state. The parties are desirous of entering into an agreement whereby the employers and workers of each of the respective states may continue to be entitled to the protection and benefits provided by the WC laws of their respective home

states.

DEFINITIONS:

2. For the purposes of this agreement: Person whose employment is "principally localized" in Idaho shall be deemed to be an Idaho worker. A person's employment is "principally localized" in Idaho when:

(1) His/her employer has a place of business in Idaho and he/she regularly works (or it is contemplated that he/she shall regularly work) at or from such place of business; or

(2) If clause (1) foregoing is not applicable, he/she is domiciled and spends a substantial part of his/her working time in the service of his/her employer in Idaho.

A person whose employment is "principally localized" in Washington shall be deemed to be a Washington worker. A person's employment is "principally localized" in Washington when:

(1) His/her employer has a place of business in Washington and he/she regularly works (or it is contemplated that he/she shall regularly work) at or from such place of business; or

(2) If clause (1) foregoing is not applicable, he/she is domiciled and spends a substantial part of his/her working time in the service of his/her employer in Washington.

An employee whose duties require him/her to travel regularly in the service of his/her employer in more than one state may, by written agreement with his/her employer, designate the state in which his/her employment shall be "principally localized." Unless the state so designated refuses jurisdiction, such agreement shall be given effect under the instant agreement.

In cases where none of the foregoing tests can be made to apply, the person shall be deemed to be a worker of whichever jurisdiction in which his/her contract of hire was made.

3. This agreement shall not apply to Washington workers of an Idaho employer working in the state of Washington, nor to Idaho workers of a Washington employer working in the state of Idaho: Provided, however, That the right and remedies of both Idaho and Washington workers engaged in the construction and maintenance of interstate structures such as dams, bridges, trestles and similar structures between the two states, may be regulated by specific separate reciprocity agreements.

THE PARTIES AGREE:

4. The Idaho IAB in keeping with the provision of the Idaho WC law will assume and exercise extraterritorial jurisdiction of compensation claims on any Idaho worker injured in the state of Washington and of his/her dependents upon any Idaho employer under its jurisdiction and the latter's surety or insurance carrier.

5. The Washington DOLAI in keeping with the provisions of the Washington WC law will provide protection of any Washington

employer under its jurisdiction and benefits to any Washington worker injured in the course of his/her employment while working in the state of Idaho.

6. A Washington employer while performing work in the state of Idaho shall be subject to the safety codes of the state of Idaho, **AND** an Idaho employer working in the state of Washington shall be subject to the safety codes of the state of Washington.

7. Employers' premium payments on the out-of-state earnings of Idaho workers shall be due and payable to the respective employers' insurance carriers **AND** premium payments of the out-of-state earnings of Washington workers shall be made to the Washington DOLAI.

8. For the purpose of implementing the terms of the agreement, the parties agreed upon the following procedures:

The Idaho IAB will upon request and on behalf of an Idaho employer issue a certificate of extraterritorial coverage to the Washington DOLAI **AND** the latter upon request and on behalf of a Washington employer will issue a certificate of extraterritorial coverage to the Idaho IAB. Such certificates may be canceled or revoked at the discretion of the issuing agency. Due notice of issuance, modification and cancellation of any such certificate shall be given to the employer and to his/her insurance carrier, if any.

9. This agreement shall be effective January 1, 1971, and shall remain in full force and effect until superseded or modified by the parties hereto.

MONTANA

THE WASHINGTON STATE DEPARTMENT OF LABOR AND INDUSTRIES AND THE DEPARTMENT OF LABOR OF THE STATE OF MONTANA, DESIRING TO RESOLVE JURISDICTIONAL ISSUES THAT ARISE WHEN WORKERS FROM ONE STATE TEMPORARILY WORK IN ANOTHER, ENTER INTO THE FOLLOWING AGREEMENT:

WHO IS AFFECTED BY THIS AGREEMENT?

This agreement affects the rights of workers and their employers when the contract of employment arises in one state and the worker is temporarily working in the other. To be covered by this agreement, an employer must be considered an employer under both Washington's and Montana's workers' compensation laws, and workers must be considered workers under both Washington's and Montana's workers' compensation laws.

BASIC RULE:

When a worker's contract of hire arises in one state and the worker is temporarily working in the other state:

Employers are required to secure the payment of workers' compensation benefits under the workers' compensation law of the state the contracts of employment arose in, and pay premiums if not self-insured for the work performed while in the other state; and

Workers' compensation benefits for injuries and occupational diseases arising out of the temporary employment in

the other state are payable under the workers' compensation law of the state the contract of employment arose in, and that state's workers' compensation law provides the exclusive remedy available to the injured worker.

Any Washington employer while performing work in the state of Montana will be subject to the safety codes of the state of Montana. Any Montana employer while performing work in the state of Washington will be subject to the safety codes of the state of Washington.

Washington and Montana both agree to notify the other state in writing of any changes to their law that may affect this agreement within thirty days of that law change.

EXCLUSIONS FROM THE BASIC RULE:

This agreement does not apply to Washington workers of Montana employers while working in the state of Washington nor to Montana workers of Washington employers while working in the state of Montana.

Washington employers engaged in the construction industry as defined in Section 39-71-116 MCA and working in Montana must obtain coverage for workers so employed in Montana under the provisions of Montana's Workers' Compensation Act.

Montana employers engaged in the construction industry and working in Washington must obtain coverage for workers so employed in Washington under the provisions of Washington's Industrial Insurance Act.

CERTIFICATES OF COVERAGE:

Upon request, each state will issue certificates of extraterritorial coverage to the other when appropriate. The issuing state may cancel these certificates at any time.

AGREEMENT:

This agreement retroactively supersedes the previous agreement between Washington and Montana in effect July 1, 1968. This agreement is effective November 1, 2000, and will remain in effect unless terminated, modified, or amended in writing between the parties. Either party may terminate the agreement, without cause, by giving written notice to the other party at least thirty days in advance of such termination.

This agreement creates no rights or remedies, causes of action, or claims on behalf of any third person or entity against Washington or Montana and is executed expressly and solely for the purpose of coordinating issues of workers' compensation coverage between the states.

Any communication between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile or mailing the same, postage prepaid, to the addresses or numbers set forth below on the signature pages or as subsequently modified in writing by the party to be noticed.

 **NEVADA**

RECIPROCITY AGREEMENT BETWEEN THE DEPARTMENT OF LABOR AND INDUSTRIES OF THE STATE

OF WASHINGTON AND THE NEVADA INDUSTRIAL COMMISSIONS OF THE STATE OF NEVADA
REGARDING EXTRATERRITORIAL RECIPROCITY

WHEREAS, The worker's compensation law of the state of Washington authorizes the director of labor and industries to enter into agreement of reciprocity for worker's compensation purposes with other states; and

WHEREAS, The worker's compensation law of the state of Nevada authorizes the Nevada industrial commission to enter into agreements of reciprocity for worker's compensation purposes with other states; and

WHEREAS, Employers who conduct operations in the state of Washington are required on occasion to have Washington workers perform services in the state of Nevada; and

WHEREAS, Employers who conduct operations in the state of Nevada are required on occasion to have Nevada workers perform services in the state of Washington; and

WHEREAS, The department of labor and industries of the state of Washington and the Nevada industrial commission of the state of Nevada are desirous of entering into an agreement whereby the employers and workers of each of the respective states may continue to be entitled to the protection and benefits provided by the worker's compensation laws of their respective home state.

IT IS HEREBY AGREED That for the purpose of this agreement of reciprocity, a Washington worker is a person hired to work in the state of Washington, and a Nevada worker is a person hired to work in the state of Nevada.

IT IS FURTHER AGREED BETWEEN The department of labor and industries of the state of Washington and the Nevada industrial commission of the state of Nevada.

That the department of labor and industries of the state of Washington in keeping with the provisions of the Washington worker's compensation law will provide protection for any Washington employer under its jurisdiction and benefits to any of the Washington workers who may be injured in the course of employment while working temporarily in the state of Nevada. In the event of an injury to one of these workers, his/her exclusive remedy would be that provided by the worker's compensation law of the state of Washington.

That the Nevada industrial commission of the state of Nevada in keeping with the provisions of the Nevada worker's compensation law will provide protection for any Nevada employer under its jurisdiction, and benefits to any of its workers who may be injured in the course of employment while working temporarily in the state of Washington. In the event of injury to one of these workers, his/her exclusive remedy would be that provided by the worker's compensation law of the state of Nevada.

That the department of labor and industries of the state of

Washington will upon request and on behalf of the Washington employer issue a certificate of extraterritorial coverage to the Nevada industrial commission of the state of Nevada, and that the Nevada industrial commission of the state of Nevada will upon request and on behalf of the Nevada employer issue a certificate of extraterritorial coverage to the department of labor and industries of the state of Washington.

That these certificates of extraterritorial coverage shall be issued and/or canceled at the discretion of the Washington department of labor and industries or the Nevada industrial commission.

That the Nevada employer while performing work in the state of Washington will be subject to the safety codes of the state of Washington, and that the Washington employer while performing work in the state of Nevada will be subject to the safety codes of the state of Nevada.

IT IS MUTUALLY UNDERSTOOD, That this agreement will not apply to Nevada workers of the Washington employer working in the state of Nevada, nor to the Washington workers of the Nevada employer working in the state of Washington.

IT IS ALSO MUTUALLY UNDERSTOOD, That premium payments on the out-of-state earnings of Washington workers will be made to the Washington department of labor and industries, and that premium payments on the out-of-state earnings of Nevada workers will be made to the Nevada industrial commission of the state of Nevada.

IT IS FURTHER AGREED That this statement of extraterritorial reciprocity shall be effective April 1, 1970, and further that this agreement shall remain in full force and effect until superseded or modified by the parties to this agreement.

 **NORTH DAKOTA**

THE WASHINGTON STATE DEPARTMENT OF LABOR AND INDUSTRIES AND THE NORTH DAKOTA WORKERS COMPENSATION, DESIRING TO RESOLVE JURISDICTIONAL ISSUES THAT ARISE WHEN WORKERS FROM ONE STATE TEMPORARILY WORK IN ANOTHER, ENTER INTO THE FOLLOWING AGREEMENT:

WHO IS AFFECTED BY THIS AGREEMENT?

This agreement affects the rights of workers and their employers when the contract of employment arises in one state and the worker is temporarily working in the other. To be covered by this agreement, an employer must be considered an employer under both Washington's and North Dakota's workers' compensation laws, and workers must be considered workers under both Washington's and North Dakota's workers' compensation laws.

BASIC RULE:

When a worker's contract of hire arises in one state and the worker is temporarily working in the other state:

Employers are required to secure the payment of workers' compensation benefits under the workers' compensation law of the state the contracts of employment arose in, and pay premiums if not self-insured for the work performed while in the other

state; and

Workers' compensation benefits for injuries and occupational diseases arising out of the temporary employment in the other state are payable under the workers' compensation law of the state the contract of employment arose in, and that state's workers' compensation law provides the exclusive remedy available to the injured worker.

Any Washington employer while performing work in the state of North Dakota will be subject to the safety codes of the state of North Dakota. Any North Dakota employer while performing work in the state of Washington will be subject to the safety codes of the state of Washington.

EXCLUSION FROM THE BASIC RULE:

This agreement does not apply to Washington workers of North Dakota employers while working in the state of Washington or to North Dakota workers of Washington employers while working in the state of North Dakota.

CERTIFICATES OF COVERAGE:

Upon request, each state will issue certificates of extraterritorial coverage to the other when appropriate. The issuing state may cancel these certificates at any time.

AGREEMENT:

This agreement is effective March 1, 2001, and will remain in effect unless terminated, modified, or amended in writing between the parties. Either party may terminate the agreement, without cause, by giving written notice to the other party at least thirty days in advance of such termination.

This agreement creates no rights or remedies, causes of action, or claims on behalf of any third person or entity against Washington or North Dakota, and is executed expressly and solely for the purpose of coordinating issues of workers' compensation coverage between the states.

Any communication between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile or mailing the same, postage prepaid, to the addresses or numbers set forth below on the signature pages or as subsequently modified in writing by the party to be noticed.

 OREGON

THE STATE OF WASHINGTON, ACTING BY AND THROUGH THE WASHINGTON STATE DEPARTMENT OF LABOR AND INDUSTRIES AND THE STATE OF OREGON, ACTING BY AND THROUGH ITS DEPARTMENT OF CONSUMER AND BUSINESS SERVICES, DESIRING TO RESOLVE JURISDICTIONAL ISSUES THAT ARISE WHEN WORKERS FROM ONE STATE TEMPORARILY WORK IN ANOTHER, ENTER INTO THE FOLLOWING AGREEMENT (THE "AGREEMENT"):

WHO IS AFFECTED BY THIS AGREEMENT?

This agreement affects the rights of workers and their employers when the contract of employment arises in Washington and the worker is temporarily working in Oregon, or when the contract of employment arises in Oregon and the worker is temporarily working in Washington. To be covered by this

agreement, an employer must be considered an employer under both Washington's and Oregon's workers' compensation laws, and workers must be considered workers under both Washington's and Oregon's workers' compensation laws.

BASIC RULE:

When a contract of employment arises in Washington and the worker is temporarily working in Oregon or when the contract of employment arises in Oregon and the worker is temporarily working in Washington:

Employers shall be required to secure the payment of workers' compensation benefits under the workers' compensation law of the state the contract of employment arose in, and pay premiums or be self-insured in that state for the work performed while in the other state; and

Workers' compensation benefits for injuries and occupational diseases arising out of the temporary employment in the other state shall be payable under the workers' compensation law of the state the contract of employment arose in, and that state's workers' compensation law provides the exclusive remedy available to the injured worker.

In determining whether a worker is temporarily working in another state, Washington and Oregon agree to consider:

1. The extent to which the worker's work within the state is of a temporary duration;
2. The intent of the employer in regard to the worker's employment status;
3. The understanding of the worker in regard to the employment status with the employer;
4. The permanent location of the employer and its permanent facilities;
5. The extent to which the employer's contract in the state is of a temporary duration, established by a beginning date and expected ending date of the employer's contract;
6. The circumstances and directives surrounding the worker's work assignment;
7. The state laws and regulations to which the employer is otherwise subject;
8. The residence of the worker; and
9. Other information relevant to the determination.

✍ Washington and Oregon both agree to notify the other state of any changes to their law that may affect this agreement within thirty days of that law change.

✍ Any Washington employer while performing work in the state of Oregon will be subject to the safety codes of the state of Oregon. Any Oregon employer while performing work in the state of Washington will be subject to the safety codes of the state of Washington.

EXCLUSION FROM THE BASIC RULE:

This agreement does not apply to any Washington worker of

an Oregon employer while working in the state of Washington nor to any Oregon worker of a Washington employer while working in the state of Oregon. It is understood that an employer from either Oregon or Washington may have a contract in the other state where they may have both Oregon and Washington workers which may require obtaining coverage in both states for that same contract.

This agreement does not apply to employees of an employer working for stevedoring or steamship companies.

This agreement does not supersede separate agreements made regarding workers employed in the construction or maintenance of interstate structures such as dams, bridges, trestles, etc. between Oregon and Washington.

CERTIFICATES OF COVERAGE:

Upon request, each state will issue certificates of extraterritorial coverage to the other when appropriate. The issuing state may cancel these certificates at any time.

MERGER:

This agreement replaces and supersedes the previous agreement on the same subject matter entered into between Washington and Oregon in effect since October 5, 1997.

EFFECTIVE DATE:

This agreement shall take effect immediately upon completion of all of the following requirements:

- (1) Execution by both parties;
- (2) Public notification in compliance with Oregon law; and
- (3) Adoption as a rule in compliance with Washington law.

This agreement will remain in effect unless terminated, modified, amended or replaced in writing between the parties.

TERMINATION:

Either party may terminate the agreement, without cause, by giving written notice to the other party at least thirty days in advance of such termination.

NOTICE:

Any communication between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile or mailing the same, postage prepaid, to the addresses or numbers set forth below on the signature pages or as subsequently modified in writing by the party to be noticed.

 **SOUTH DAKOTA**

THE WASHINGTON STATE DEPARTMENT OF LABOR AND INDUSTRIES AND THE SOUTH DAKOTA DEPARTMENT OF LABOR, DESIRING TO RESOLVE JURISDICTIONAL ISSUES THAT ARISE WHEN WORKERS FROM ONE STATE TEMPORARILY WORK IN ANOTHER, ENTER INTO THE FOLLOWING AGREEMENT:

WHO IS AFFECTED BY THIS AGREEMENT?

This agreement affects the rights of workers and their employers when the contract of employment arises in one state and the worker is temporarily working in the other. To be covered by this agreement, an employer must be considered an

employer under both Washington's and South Dakota's workers' compensation laws, and workers must be considered workers under both Washington's and South Dakota's workers' compensation laws.

BASIC RULE:

When a worker's contract of hire arises in one state and the worker is temporarily working in the other state:

Employers are required to secure the payment of workers' compensation benefits under the workers' compensation law of the state the contracts of employment arose in, and pay premiums if not self-insured for the work performed while in the other state; and

Workers' compensation benefits for injuries and occupational diseases arising out of the temporary employment in the other state are payable under the workers' compensation law of the state the contract of employment arose in, and that state's workers' compensation law provides the exclusive remedy available to the injured worker.

Any Washington employer while performing work in the state of South Dakota will be subject to the safety codes of the state of South Dakota. Any South Dakota employer while performing work in the state of Washington will be subject to the safety codes of the state of Washington.

EXCLUSION FROM THE BASIC RULE:

This agreement does not apply to Washington workers of South Dakota employers while working in the state of Washington or to South Dakota workers of Washington employers while working in the state of South Dakota.

CERTIFICATES OF COVERAGE:


Upon request, each state will issue certificates of extraterritorial coverage to the other when appropriate. The issuing state may cancel these certificates at any time.

AGREEMENT:

This agreement is effective March 1, 2001 and will remain in effect unless terminated, modified, or amended in writing between the parties. Either party may terminate the agreement, without cause, by giving written notice to the other party at least thirty days in advance of such termination.

This agreement creates no rights or remedies, causes of action, or claims on behalf of any third person or entity against Washington or South Dakota, and is executed expressly and solely for the purpose of coordinating issues of workers' compensation coverage between the states.

Any communication between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile or mailing the same, postage prepaid, to the addresses or numbers set forth below on the signature pages or as subsequently modified in writing by the party to be noticed.

 **UTAH**

THE WASHINGTON STATE DEPARTMENT OF LABOR AND INDUSTRIES AND THE UTAH LABOR

COMMISSION, DESIRING TO RESOLVE JURISDICTIONAL ISSUES THAT ARISE WHEN WORKERS FROM ONE STATE TEMPORARILY WORK IN ANOTHER, ENTER INTO THE FOLLOWING AGREEMENT: WHO IS AFFECTED BY THIS AGREEMENT?

This agreement affects the rights of workers and their employers when the contract of employment arises in one state and the worker is temporarily working in the other. To be covered by this agreement, an employer must be considered an employer under both Washington's and Utah's workers' compensation laws, and workers must be considered workers under both Washington's and Utah's workers' compensation laws.

BASIC RULE:

When a worker's contract of hire arises in one state and the worker is temporarily working in the other state:

Employers are required to secure the payment of workers' compensation benefits under the workers' compensation law of the state the contracts of employment arose in, and pay premiums if not self-insured for the work performed while in the other state; and

Workers' compensation benefits for injuries and occupational diseases arising out of the temporary employment in the other state are payable under the workers' compensation law of the state the contract of employment arose in, and that state's workers' compensation law provides the exclusive remedy available to the injured worker.

Any Washington employer while performing work in the state of Utah will be subject to the safety codes of the state of Utah. Any Utah employer while performing work in the state of Washington will be subject to the safety codes of the state of Washington.

Washington and Utah both agree to notify the other state in writing of any changes to their law that may affect this agreement within thirty days of that law change.

EXCLUSION FROM THE BASIC RULE:

This agreement does not apply to Washington workers of Utah employers while working in the state of Washington nor to Utah workers of Washington employers while working in the state of Utah.

CERTIFICATES OF COVERAGE:

Upon request, each state will issue certificates of extraterritorial coverage to the other when appropriate. The issuing state may cancel these certificates at any time.

AGREEMENT:

This agreement is effective March 1, 2001, and will remain in effect unless terminated, modified, or amended in writing between the parties. Either party may terminate the agreement, without cause, by giving written notice to the other party at least thirty days in advance of such termination.

This agreement creates no rights or remedies, causes of action, or claims on behalf of any third person or entity

against Washington or Utah and is executed expressly and solely for the purpose of coordinating issues of workers' compensation coverage between the states.

Any communication between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile or mailing the same, postage prepaid, to the addresses or numbers set forth below on the signature pages or as subsequently modified in writing by the party to be noticed.

 **WYOMING**

AGREEMENT BETWEEN THE DEPARTMENT OF LABOR AND INDUSTRIES OF THE STATE OF WASHINGTON AND THE WORKMEN'S COMPENSATION DEPARTMENT OF THE STATE OF WYOMING REGARDING EXTRATERRITORIAL RECIPROCITY

WHEREAS, The workmen's compensation law of the state of Washington authorized the director of labor and industries to enter into agreements of reciprocity for workmen's compensation purposes with other states; and

WHEREAS, The workmen's compensation law of the state of Wyoming authorizes the workmen's compensation department to enter into agreements of reciprocity for workmen's compensation purposes with other states; and

WHEREAS, Employers who conduct operations in the state of Washington are required on occasion to have Washington-hired workers perform services in the state of Wyoming; and

WHEREAS, Employers who conduct operations in the state of Wyoming are required on occasion to have Wyoming-hired workers perform services in the state of Washington; and

WHEREAS, The department of labor and industries of the state of Washington and the workmen's compensation department of the state of Wyoming are desirous of entering into an agreement whereby the employers and workers of each of the respective states may continue to be entitled to the protection and benefits provided by the workmen's compensation laws of their respective home states.

IT IS HEREBY AGREED BETWEEN The department of labor and industries of the state of Washington and the workmen's compensation department of the state of Wyoming:

That the department of labor and industries of the state of Washington in keeping with the provisions of the Washington workmen's compensation law will provide protection for any Washington employer under its jurisdiction and benefits to any of his/her workers who may be hired in the state of Washington and injured in the course of employment while working temporarily in the state of Wyoming. In the event of injury to one of these workers, his/her exclusive remedy would be that provided by the workmen's compensation law of the state of Washington.

That the workmen's compensation department of the state of Wyoming in keeping with the provision of the Wyoming workmen's compensation law will provide protection for any Wyoming

employer under its jurisdiction, and benefits to any of his/her workers who may be hired in the state of Wyoming and injured in the course of employment while working temporarily in the state of Washington. In the event of injury to one of these workers, his/her exclusive remedy would be that provided by the workmen's compensation law of the state of Wyoming.

That for the purpose of this agreement "temporary" shall mean a period not to exceed six months.

That the department of labor and industries of the state of Washington will, upon request and on behalf of the Washington employer, issue a certificate of extraterritorial coverage to the workmen's compensation department of the state of Wyoming, and that the workmen's compensation department of the state of Wyoming will, upon request and on behalf of the Wyoming employers, issue a certificate of extraterritorial coverage to the department of labor and industries of the state of Washington.

That these certificates of extraterritorial coverage shall be issued for a maximum period of six months subject to renewal upon request by the affected employers and at the discretion of the Washington department of labor and industries, or the Wyoming workmen's compensation department.

That the Wyoming employer and his/her workers while performing work in the state of Washington under this agreement will be subject to the safety codes of the state of Washington, and that the Washington employer and his/her workers while performing work in the state of Wyoming under this agreement will be subject to the safety codes of the state of Wyoming.

IT IS MUTUALLY UNDERSTOOD That this agreement will not apply to workers of the Washington employer who may be hired in the state of Wyoming, nor to the workers of the Wyoming employer who may be hired in the state of Washington.

IT IS ALSO MUTUALLY UNDERSTOOD That premium payments on the out-of-state earnings of Washington-hired workers will be made to the Washington department of labor and industries, and that premium payments on the out-of-state earning of Wyoming-hired workers will be made to the workmen's compensation department of the state of Wyoming.

IT IS FURTHER AGREED That this agreement of extraterritorial reciprocity shall become effective on July 15, 1963, and shall remain in full force and effect until superseded or modified by the parties to this agreement.

AMENDATORY SECTION (Amending WSR 01-23-059, filed 11/20/01, effective 1/1/02)

WAC 296-17-31013 Building construction. (1) Does this same classification approach apply to building and construction contractors?

Yes, but it may not appear that way without further explanation. We classify contractors by phase and type of construction since it is common for each contract to vary in scope.

Example: A contractor who builds and remodels private residences may frame the structure and work on no other phases of the project. On another job the same contractor may do only the interior finish carpentry. On still another job the contractor may install a wood deck or build a garden arbor. Each of these carpentry activities is covered by a different classification code. To ensure that contractor businesses receive the same treatment as other businesses, we assign classifications according to the phases and types of construction they contract to perform. Since some contractors specialize in one area of construction, such as plumbing, roofing, insulation, or electrical services, this classification approach mirrors that of nonbuilding contractor businesses. The policy of assigning several basic classifications to contractors engaged in multiple phases of construction may seem to be in conflict with the classification approach used for nonbuilding contractor businesses, but we have simply used the **multiple business** classification approach.

If we have assigned multiple classifications to your construction business you should take special care in maintaining the records required in the auditing and recordkeeping section of this manual. If we discover that you have failed to keep the required records we will assign all worker hours for which the records were not maintained to the highest rated classification applicable to the work that was performed.

(2) Who does this rule apply to?

If you are a building, construction or erection contractor and we have assigned one or more of the following classifications to your business, this rule applies to you: 0101, 0103, 0104, 0105, 0107, 0108, 0201, 0202, 0210, 0212, 0214, 0217, 0219, 0301, 0302, 0303, 0306, 0307, 0403, 0502, 0504, 0506, 0507, 0508, 0509, 0510, 0511, 0512, 0513, 0514, 0516, 0517, 0518, 0519, 0521, 0540, 0541, 0550, 0551, 0601,

0602, 0603, 0607, 0608, and 0701.

(3) Can I have a single classification assigned to my business to cover a specific construction project?

Yes, to simplify recordkeeping and reporting requirements we will assign a single classification to cover an entire project.

(4) How do I request the single classification for one of my construction projects?

You should send your request to the attention of your ((policy)) account manager at the address below:

Department of Labor and Industries
P.O. Box 44144
Olympia, Washington 98504-4144

(5) If I have asked for a single classification on one of my construction projects, how do you determine which classification will apply?

You must supply us with a description of the project and a break down of the total number of hours of exposure by phase of construction that you are responsible for.

Example: You notify us that your company will be responsible for all plumbing and iron erection work on a commercial building site. You have requested a single classification for this project. In your request you tell us that you estimate that it will take one thousand work hours to perform all the plumbing work and five hundred work hours to do the steel erection work.

With this information we will estimate the premiums by classification.

Example: We determine that the plumbing work is covered under classification 0306 and the steel erection work is covered under classification 0518. Assume that classification 0306 has an hourly premium rate of \$1.50 and classification 0518 has an hourly premium rate of \$2.55. We estimate the total premium on this job to be \$2,775 (1,000 hours x \$1.50 = \$1,500 + 500 hours x \$2.55 = \$1,275).

Our next step in this process is to develop an average hourly rate for the project. We will use this information to select the single classification which will apply to this project.

Example: We will take the estimated premium (\$2,775) and divide this number by the estimated hours (1,500) and arrive at an average hourly rate of \$1.85.

To select the single classification that will apply to a construction project, we will compare the average hourly rate that we have computed to the rates of the classifications applicable to the project. We will select the classification whose hourly rate is the closest to the average hourly rate that we computed from the information you supplied us with.

Example: From the information you supplied, we have determined that the average hourly rate for this project is \$1.85. We also know that the rate for the plumbing classification (0306) is \$1.50 per hour and the rate for steel erection is \$2.55 per hour. We would assign classification 0306 as the single classification applicable to this project.

(6) How will I know what classification will apply to my construction project?

We will send you a written notice which will specify the basic classification and premium rate that will apply to this project.

(7) If I have asked for a single classification to cover one of my construction projects, am I required to use the single classification which you gave me?

No, but you should call your ((policy)) account manager to verify what other classifications would apply to the project. The name and phone number of your ((policy)) account manager can be found on your quarterly premium report or your annual rate notice. For your convenience you can call us at ((+))360((+))-902-4817 and we will put you in contact with your assigned ((policy)) account manager.

(8) I am a general construction or erection contractor, I subcontract all my work and have no employees of my own. Do I have to report to the department of labor and industries?

No, since you do not have employees, you do not need to report to the department of labor and industries. You should be aware that the workers' compensation insurance laws of Washington include certain independent contractors as workers. If we determine that an independent contractor that you used qualifies as a covered worker, you will be responsible for the premium due for their work time. You can also be held responsible for premiums due to labor and industries if you subcontract with an unregistered contractor and they fail to pay premiums on behalf of their employees. It is in your best interest to make sure that your subcontractors are registered contractors by contacting us at 1-800-647-0982.

(9) Am I required to keep any special records of subcontractors that I use?

Yes, you are required to keep certain information about the subcontractors that you use. The information required is:

- ✎ Subcontractor's legal name;
- ✎ Contractor registration number and expiration date;
- ✎ UBI number (or labor and industries account ID number).

If you supply materials to a subcontractor, also keep a record of the:

- ✎ Amount of material supplied;
- ✎ Project name or location;
- ✎ Date material was supplied; and

✍ Completion date of contracted work.

Failure to maintain these records may result in the subcontractor being considered a covered worker for whom you must report hours.

AMENDATORY SECTION (Amending WSR 98-18-042, filed 8/28/98, effective 10/1/98)

WAC 296-17-31014 Farming and agriculture. (1) Does this same classification approach apply to farming or agricultural operations?

Yes, but it may not appear so without further explanation. We classify farming and agricultural operations by type of crop or livestock raised. This is done because each type of grower will use different processes and grow or raise multiple crops and livestock which have different levels of hazards. It is common for farmers and ranchers to have several basic classifications assigned to their account covering various types of crops or livestock. If you fail to keep the records required in the auditing recordkeeping section of this manual, and we discover this, we will assign all worker hours for which records were not maintained to the highest rated classification applicable to the work performed.

(2) I am involved in diversified farming and have several basic classifications assigned to my business. Can I have one classification assigned to my account to cover the different types of farming I am involved in?

Yes, your ((policy)) account manager can assist you in determining the single classification that will apply to your business. The name and phone number of your ((policy)) account manager can be found on your quarterly premium report or your annual rate notice. For your convenience you can call us at ((+))360((+))-902-4817 and we will put you in contact with your assigned ((policy)) account manager.

(3) How do you determine what single farming classification will be assigned to my business?

The approach used to assign a single classification to a farming business is much the same as we use for construction or erection contractors. To do this, we will need a break down of exposure (*estimate of hours to be worked by your employees*) by type of crop or livestock being cared for (*classification*). This information will be used to estimate the premium which would be paid using multiple classifications. The total premium is then divided by the total estimated hours to produce an average rate per hour. We will select the classification

assigned to your business which carries the hourly premium rate which is the closest to the average rate that we produced from the estimated hours. Classification 4806 is not to be assigned to any grower as the single farming classification.

(4) How will I know what single farming classification you have assigned to my business?

We will send you a written notice of the basic classification that will apply to your business.

(5) If I requested a single classification for my farming operation can I change my mind and use multiple classifications?

Yes, but you will need to call your ((policy)) account manager to verify the applicable classifications.

The name and phone number of your ((policy)) account manager can be found on your quarterly premium report or your annual rate notice. For your convenience you can call us at ((+))360((+))-902-4817 and we will put you in contact with your assigned ((policy)) account manager.

(6) I am a farm labor contractor. How is my business classified?

If you are a farm labor contractor we will assign the basic classification that applies to the type of crop being grown, or livestock being cared for. If you contract to supply both machine operators and machinery on a project, all operations are to be assigned to classification 4808.

AMENDATORY SECTION (Amending WSR 98-18-042, filed 8/28/98, effective 10/1/98)

WAC 296-17-31024 Classification rates. (1) How do you determine what rate to charge me?

Each classification has a corresponding base rate. The base rate assigned to your business will depend on the basic classification or classifications assigned to your business.

(2) What do you mean by a base rate?

The base rate is a comparison of losses (*claims*) and exposure to produce a cost per unit of exposure. The base rate is an unmodified rate that all employers with an experience factor of 1.000 will pay in a specific classification.

(3) Do all employers in the same classification pay the base rate?

In practice, only a few employers pay the *base rate*. If you are a new employer, you will pay the base rate until you have reported worker hours during the current *experience period*. After you have reported hours during an experience period, your rate will be modified as of January 1, of the next calendar

year. We refer to that modified rate as your *experience rate*. Your experience rate is the base rate adjusted by your own company's claims losses (*experience factor*). It can produce a premium higher or lower than the *base rate*. This means that employers with few claims will pay less than employers in the same classification who have many claims. Experience rating encourages strong safety and accident prevention programs. Details of how experience rating affects your premium are outlined in WAC 296-17-850 through 296-17-875. Your ((policy)) account manager can also answer questions about your individual experience factor. The name and phone number of your ((policy)) account manager can be found on your quarterly premium report or your annual rate notice. For your convenience you can call us at ((+))360((+))-902-4817 and we will put you in contact with your assigned ((policy)) account manager.

AMENDATORY SECTION (Amending WSR 98-18-042, filed 8/28/98, effective 10/1/98)

WAC 296-17-31025 Change in business operations. If I change the type of business I operate, or add a new operation, should I call you? Yes, we rely on you to update us about changes in your business operations. We provide a place on your quarterly premium reports to let us know about any changes you have made. If you need help determining if changes to your account are necessary, you can call your ((policy)) account manager. Depending on the type of change you are making, you may need to complete a new master application. The name and phone number of your ((policy)) account manager can be found on your quarterly premium report or annual rate notice. For your convenience you can call us at ((+))360((+))-902-4817 and we will put you in contact with your assigned ((policy)) account manager.

AMENDATORY SECTION (Amending WSR 03-23-025, filed 11/12/03, effective 1/1/04)

WAC 296-17-527 Classification 0607.

0607-11 Household appliances: Installation, service and/or repair by nonstore service or repair company; dealers of used household appliances

Applies to establishments engaged in the installation, service and/or repair of electrical or gas household appliances and to dealers of used electrical or gas household appliances. Many establishments covered by this classification have small retail store operations where they offer reconditioned or second hand appliances for sale, a parts department, and an area where appliances brought into the shop are repaired. Although this classification deals primarily with service away from the shop, the store, parts department and shop operations are included within the scope of this classification. The term "household appliances" includes, but is not limited to, stoves, ovens, ranges, dishwashers, refrigerators, trash compactors, television sets, residential type garage door openers, washing machines, and clothes dryers. This classification also applies to the installation, service or repair of automated teller machines. Repair services provided by establishments subject to this classification may also include related smaller appliances such as video players, portable television sets, stereo systems, microwave and toaster ovens, blenders, coffee makers and mixers. The *servicing* of water softening systems, coffee and juice machines, and beer taps is also included in this classification.

This classification excludes dealers of new household appliances who are to be reported separately in classification 6306; installation, service, and/or repair of commercial appliances such as those used in laundries, bakeries, and restaurants which is to be reported separately in classification 0603; installation, service, and repair of commercial garage doors and openers which is to be reported separately in classification 0603; installation of water softening systems which is to be reported separately in classification 0306; and small table top or counter top appliance stores which are to be reported separately in classification 6406.

Special note: Classification 0607 is distinguishable from classification 6306-02 operations in that appliance stores covered in classification 6306-02 are engaged primarily in the sales of new appliances. Although classification 6306 includes repair of appliances, most repairs are related to warranty work and represent a minor part of the business. By contrast, the repair of appliances in classification 0607 is the primary activity of the business.

0607-16 Television antenna or satellite dish: Installation, removal, service and/or repair

Applies to establishments engaged in the installation, removal, service and/or repair of television antennas or satellite dish receiving units. Operations contemplated by this classification are limited to rooftop installation of television antennas or ground or rooftop-mounted satellite dish reception units. Establishments covered by this classification will

generally employ technicians and installers to install systems and trouble shoot reception problems. Equipment is limited primarily to delivery trucks, vans, ladders, and small power and/or hand tools.

This classification excludes specialty contractors who install, remove, service or repair antennas, dish units, and/or other transmitting/receiving apparatus to a structure covered by classification 0508, who are to be reported separately in classification 0508; and establishments engaged in the sale of new console type and big screen televisions who also sell and install antennas which are to be reported separately in classification 6306.

0607-17A Safes or vaults, private mail boxes, or safe deposit boxes: Installation, removal, service and/or repair

Applies to contractors engaged in the installation, removal, service and/or repair of all types of safes or vaults regardless of size or application, private mail or postal boxes, or safe deposit box units within buildings. Safes and vaults are found in businesses such as, but not limited to, banks, jewelry stores, rare coin and stamp stores, grocery stores, and gasoline service stations, as well as in private residences. Services contemplated by this classification include, but are not limited to, safe opening services.

0607-17B Lock sets and/or dead bolt locks: New installation

Applies to the *new installation* of lock sets and/or dead bolt locks on buildings or structures by contractor or by employees of a locksmith. The term new installation applies to installing a lock set (locking doorknob) or a dead bolt where none previously existed. The process consists of measuring and marking where the unit is to be placed on the door, boring holes into the door to accept the lock set or dead bolt lock, and installing the lock set unit using a power drill and basic hand tools.

This classification excludes the installation of a *replacement* lock set or dead bolt lock unit by employees of a locksmith, and locksmith store operations which are to be reported separately in classification 6309.

0607-18A Window/door blinds, shades, curtains and drapes: Installation

Applies to contractors and employees of store operations who are engaged in the installation of indoor or outdoor window coverings, such as, but not limited to, blinds, shades, screens, exterior roll shutters and draperies or curtains, but does not include awnings. The process consists of marking the location of covering on the frame or opening, securing brackets or hardware, rods and poles, and installing the covering.

This classification excludes the installation of window and

door awnings which is to be reported separately in the applicable classification, and the manufacture of coverings which is to be reported in the applicable classification.

Special note: Care should be taken when considering the assignment of a store classification to an establishment engaged in the installation of coverings to verify that a store exists. It is common for establishments subject to this classification to have show rooms to help customers visualize covering products available for sale. These establishments have little or no product available for immediate sale, as most items are special order from the manufacturer. A bona fide window/door covering store will have a large assortment of coverings, as well as related home interior products such as, but not limited to, pillows, small rugs, and accent pieces, readily available for sale to customers.

0607-19 Advertising or merchandise display: Set up or removal within buildings by nonstore employees

Applies to contractors engaged in the set up or removal of advertising or merchandise displays within buildings for retail or wholesale store customers. Operations contemplated by this classification will vary from seasonal panoramas with extensive carpentry, painting, and art work to dressing mannequins to be displayed in store windows.

This classification also applies to establishments engaged in providing merchandising services, not covered by another classification, (N.O.C.), ((for certain products)) without the responsibility of delivering ((them)) products to the customer's place of business. ~~((Customers of these types of services are generally retail businesses assigned classifications 6304, 6305, or 6406 such as, but not limited to, gift, variety or department stores, dry goods stores, drug stores, news stands, book or video stores, and cosmetic stores.))~~ Merchandising services contemplated by this classification include, but are not limited to, taking inventory of goods on hand, restocking, reordering, removing outdated or damaged merchandise from shelves, and/or assembling temporary displays.

This classification excludes employees of store operations engaged in setting up displays who are to be reported separately in the applicable store classification as this is a common store activity, and merchandising establishments or employees who deliver products to their customer's place of business, and may also perform related merchandising functions, who are to be reported separately in classification 1101.

~~((**Special note:** The distinguishing factor between merchandising employees who may be reported in this classification and those who are to be reported in classification 1101-17 is the delivery of products to the customer's place of business. Any employee who delivers~~

~~merchandise to the customer's place of business is to be reported in classification 1101.)~~)

0607-21 Meat slicer or grinder: Installation, service and/or repair

Applies to contractors and employees of equipment manufacturers engaged in the installation service and/or repair of meat cutting, slicing, or grinding equipment within stores, restaurants, or processing plants. Repair may be performed at the customer's location or in a shop operated by an employer subject to this classification. This classification includes repair shops, field technicians, installers, and warehouse or parts department employees.

Special note: Establishments subject to this classification generally do not have store operations. Equipment is generally ordered from the manufacturer or distributor and shipped to the customer's location where it will be installed. In the event that an establishment subject to this classification has a store operation it is included within classification 0607.

0607-22 Protective bumpers: Installation

Applies to contractors engaged in the installation of protective bumpers on structures such as, but not limited to, store loading docks for freight or cargo. Operations contemplated by this classification are limited to measuring the dock to be fitted with a rubber bumper, finish cutting or otherwise fabricating the rubber pieces to fit the required application, and fastening the dock bumper with the use of hand tools. Dock bumpers are made of rubber from recycled tires or similar pliable materials.

This classification excludes the manufacture of loading dock bumpers which is to be reported separately in the applicable manufacturing classification.

0607-23 Cellular phone systems or audio components: Installation in vehicles, service and repair

Applies to establishments engaged in the installation of cellular phone systems and/or audio components in vehicles. Audio components include, but are not limited to, radios and stereo systems, speakers and amplifiers, alarm systems, television units, antennas, two-way radio systems. This classification applies to installation employees of stores that sell products as well as to auto service centers that specialize in the installation of products covered by this classification.

This classification excludes retail and wholesale store operations which are to be reported separately in the applicable store classification.

AMENDATORY SECTION (Amending WSR 03-23-025, filed 11/12/03, effective 1/1/04)

WAC 296-17-64999 Classification 4900.

4900-00 Construction: Superintendent or project manager

Applies to those employees, of general or specialty construction contractors, whose job duties are exclusively that of construction superintendents or project managers. Construction superintendents spend some time in an office and spend the remainder of time visiting various job sites to confer with construction foreman to keep track of the progress occurring at each construction site or project location. Project managers are generally stationed at the construction site or project location and confined to a temporary type of office to schedule activities and arrival of supplies such as the delivery of iron, steel, rebar, lumber, concrete ready mix, concrete pump truck services, and cranes.

This classification excludes construction superintendents or project managers who are employed by a business that specializes in offering construction management and consulting services. These businesses do not do any of the actual construction or erection activities and are to be reported separately in classification 4901.

Special notes: This classification is a special exception classification and as such is not treated as nor subject to normal rules of the construction classifications. This classification is applicable *only* to construction superintendents or project managers who have no direct control over work crews and do not perform construction labor at the construction site or project location. A superintendent or project manager performing duties subject to this classification who also is engaged in operating equipment, performing manual labor, or who directly supervises a work crew at the construction site or project location is excluded from this classification. They are to be reported separately in the applicable construction or erection classification assigned to their employer without any division of hours. *A division of hours is not permitted between classification 4900 and any other classification.* Under no circumstances can this be the only classification assigned to a contractor, as a basic construction classification must also be assigned.

AMENDATORY SECTION (Amending WSR 03-23-025, filed 11/12/03, effective 1/1/04)

WAC 296-17-72202 Classification 6511.

6511-00 Chore services/home care assistants

Applies to establishments engaged in providing chore services/home care assistants to private individuals. Chore services performed by the chore workers/home care assistants include, but are not limited to, general household chores, meal planning and preparation, shopping and errands either with or without the client, personal care such as bathing, body care, dressing, and help with ambulating, as well as companionship. Frequently the recipients of service are funded by DSHS or some other community service agency; however, the services are also available to those who pay privately. This classification also applies to ~~((supportive))~~ supported living, tenant support, and intensive tenant support services.

This classification excludes individuals working under a welfare special works training program who are to be reported separately in classification 6505; domestic (residential) cleaning or janitorial services which are to be reported separately in classification 6602; and skilled or semiskilled nursing care which is to be reported separately in classification 6110. This classification also excludes home care providers covered under the home care quality authority who are to be reported separately under classification 6511-01.

6511-01 Home care services/home care quality authority (HCQA)

Applies to persons who are employed by ill, disabled, or vulnerable individuals to provide home care services that enable those individuals to remain in their own homes. Services provided may include, but not be limited to: Personal care such as assistance with dressing, feeding, personal hygiene to facilitate self-care; household tasks, such as housekeeping, shopping, meal planning and preparation, and transportation; and/or delegated tasks of nursing under RCW 18.79.260 (3)(e).

Special note: Premiums are paid by the home care quality authority (HCQA) on behalf of the persons who provide the home care services.